

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

IN THE LAKE SUPERIOR COURT
CAUSE NO.: 45D10-0607-PL-00096

STATE OF INDIANA,)
)
Plaintiff,)
)
v.)
)
DAVID REUBEN SROGE, individually)
and doing business as CLARITY POOLS)
AND SPAS,)
)
Defendant.)

Filed in Open Court

DEC 18 2007

Thomas R. Philpott
CLERK LAKE SUPERIOR COURT

DEFAULT JUDGMENT

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment, and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendant.
2. The Lake County Superior Court served the Defendant with process via U.S. Certified Mail more than twenty-three (23) days before Plaintiff filed its Motion for Default Judgment.
3. The Defendant has failed to appear, plead, or otherwise respond to the complaint.
4. The Defendant is not an infant, incompetent, or in military service.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Motion for Default Judgment is **GRANTED** in favor of Plaintiff, State of Indiana, and against Defendant, David Reuben Sroge, individually and doing business as Clarity Pools and Spas.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that

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DEC 20 2007

Thomas R. Philpott
CLERK LAKE SUPERIOR COURT

1. Defendant is permanently enjoined, pursuant to Indiana Code § 24-5-0.5-4(c)(1),
from:

- a. In the course of entering into home improvement transactions, failing to provide a completed home improvement contract, including each of the provisions required by Ind. Code § 24-5-11-10(a), to the consumer before it is signed by the consumer;
- b. representing expressly or by implication that the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the Defendant knows or reasonably should know it does not have;
- c. representing expressly or by implication that the Defendant is able to start or complete a home improvement or consumer transaction within a stated period of time, or when no time period is stated, within a reasonable time, when the Defendant knows or should reasonably know that he cannot;
- d. soliciting to engage in a consumer transaction without a permit or other license required by law;
- e. engaging in a consumer transaction without a permit or other license required by law;
- f. violating any provision of the Home Improvement Contracts Act, Ind. Code § 24-5-11-1 *et seq.*, or the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1 *et seq.*;

2. Pursuant to Ind. Code § 24-5-0.5-4(d), Defendant's contracts with Daniel Benko and Antonio Enriquez are cancelled.

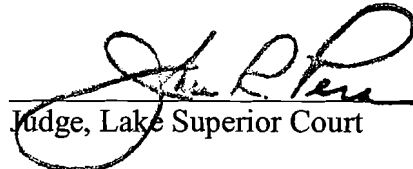
3. Pursuant to Ind. Code § 24-5-0.5-4(c)(3), Defendant shall pay costs in the amount of Two Thousand Five Hundred Thirty-Seven Dollars and Fifty Cents (\$2,537.50) for the Attorney General's reasonable expenses incurred in the investigation and prosecution of this action.

4. Pursuant to Ind. Code § 24-5-0.5-4(g), Defendant shall pay civil penalties in the amount of Thirty Thousand Dollars (\$30,000.00) for Defendant's knowing violations of Indiana's Deceptive Consumer Sales Act.

5. Pursuant to Ind. Code § 24-5-0.5-8, Defendant shall pay civil penalties in the amount of Three Thousand Dollars (\$3,000.00) for Defendant's intentional violations of Indiana's Deceptive Consumer Sales Act.

For a total monetary judgment in the amount of Thirty Five Thousand Five Hundred Thirty-Seven Dollars and Fifty Cents (\$35,537.50).

ALL ORDERED, ADJUDGED AND DECREED on this 18th day of December, 2007.


Judge, Lake Superior Court

DISTRIBUTION:

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